

The Kansas City Southern Railway Company  
Louisiana & Arkansas Railway Company

301 West 11th Street, Kansas City, Missouri 64105

RICHARD P. BRUENING  
Vice President and General Counsel

NOV 4 1982-2 15 PM

November 3, 1982

Hon. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

NOV 4 1982

REGISTRATION NO. 13831

Fee \$100.00

NOV 4 1982-2 15 PM

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

13831  
REGISTRATION NO. 13831

NOV 4 1982-2 15 PM

INTERSTATE COMMERCE COMMISSION

RE: Lease No. 1001, dated as of April 30,  
1982 between Carland, Inc., Louisiana  
& Arkansas Railway Company, Security  
Agreement & Assignment thereof, and  
Consent to Assignment

Dear Ms. Mergenovich:

I have enclosed an original and three counterparts  
of the three (3) documents described below, to be recorded  
pursuant to Section 11303 of Title 49, United States Code.

These documents are: (1) a Lease (No. 1001) between  
Carland, Inc. and Louisiana & Arkansas Railway Company which  
is a primary document; (2) a Security Agreement and Assignment  
of said Lease; and (3) a Consent to said Assignment. The lat-  
ter two documents are secondary documents.

These documents have not been previously recorded.

The names and addresses of the parties to the docu-  
ments are as follows:

Lessor: Carland, Inc.  
8300 West 83rd Street  
Shawnee Mission, KS 66208

Lessee: Louisiana & Arkansas Railway Company  
114 West 11th Street  
Kansas City, MO 64105

Security Party: The Northern Trust Co.  
50 LaSalle Street  
Chicago, IL 60675

A description of the equipment covered by the docu-  
ments is as follows:

RECEIVED  
NOV 4 2 09 PM '82  
FEE OPERATION PR  
100

*Richard P. Bruening*

<u>Type</u>	<u>A.A.R. Mech. Designation</u>	<u>Quantity</u>	<u>Road Numbers</u>
EMD Loco- motive Model GP-40	B-B	19	KCS 777 - KCS 795, both inclusive

A fee of <sup>ONE HUNDRED</sup> ~~seventy~~ dollars <sup>(~~\$70.00~~ \$100.00)</sup> is enclosed. Please return all counterparts of the documents not needed by the Commission for recordation to the party tendering same.

A short summary of the documents to appear in the index is as follows:

1. Lease No. 1001 between Carland, Inc. and Louisiana & Arkansas Railway Company dated April 30, 1982, covering 19 locomotives (KCS 777-795 both inclusive)
2. Security Agreement and Assignment between Carland, Inc. and Northern Trust Company assigning rights under Lease 1001 to Northern Trust.
3. Consent to said Assignment by Lessee.

Yours very truly,



Richard P. Bruening

RPB:cm  
Encl.

**Interstate Commerce Commission**  
Washington, D.C. 20423

11/4/82

OFFICE OF THE SECRETARY

Richard P. Bruening  
Vice President & General Counsel  
Kansas City Southern RYW Co.  
301 West 11th St.  
Kansas City, Missouri 64105

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/4/82 at 2:15pm, and assigned re-recording number(s). 13831, 13831-A, 13831-B

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

13831

RECORDATION NO. .... Filed 1425

LEASE NO. 1001

NOV 4 1982 -2 15 PM

INTERSTATE COMMERCE COMMISSION

THIS LEASE, made and entered into as of the 30th day of April, 1982, by and between CARLAND, INC., a Delaware corporation (hereinafter referred to as Lessor), and LOUISIANA & ARKANSAS RAILWAY COMPANY, 114 West 11th Street, Kansas City, Missouri 64105, a Delaware corporation (hereinafter referred to as Lessee), WITNESSETH:

WHEREAS, Lessee anticipates that in its operations during the period ending May 31, 1982, it will require the equipment (hereinafter collectively called the Equipment) itemized in Appendix A, attached hereto and hereby made a part hereof; and

WHEREAS, Lessee anticipates leasing the Equipment it will require during said period, and Lessor desires to lease same to Lessee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Lessor agrees to lease unto Lessee the Equipment which Lessee shall require in its operations during the period ending May 31, 1982, and which shall be ordered by and delivered to Lessee as hereinafter provided.

2. The term of this Lease shall commence with respect to a unit of the Equipment ("Unit") upon the date of delivery of said Unit to Lessee free of defects, which date shall be stated in the Schedule B (as hereinafter defined and set forth) covering said Unit and said term shall continue thereafter for a period of three (3) years or five (5) years as specified in Schedule B.

3. Sixty (60) days prior to the termination date of a lease term with respect to a Unit listed on a Schedule B, Lessee may extend the term of this Lease with respect to said Unit for one or more consecutive annual lease extension periods, as set out on the Schedule B. Such extensions shall be at an annual rental rate of one per cent (1%) of the Actual Cost (as hereinafter defined) of such Unit and shall be terminable at Lessee's discretion upon thirty (30) days prior notice.

4. Whenever at any time or from time to time during the period ending May 31, 1982, Lessee shall notify Lessor, in writing or otherwise, that Lessee may require the use of a Unit or Units in its operations (each such notification being hereinafter referred to as a Notice),

Lessor shall, within ten (10) days after receipt of such Notice, advise Lessee, in writing or otherwise, of the purchase price per unit at which Lessor may obtain each of the Units states in such Notice (each such advice being hereinafter referred to as an Advice and each such purchase price being hereinafter referred to as Lessor's Unit Price), and upon the request of Lessee, Lessor shall, at the time of giving an Advice, submit to Lessee a written quotation from the manufacturer, dealer, supplier or vendor of each Unit covered thereby in verification or substantiation of the Lessor's Unit Price applicable thereto, which quotation shall include all equipment and accessories stated in the Notice to be included or installed on each such Unit. A Notice shall specify the type or kind of Unit or Units Lessee may require in its operations, the approximate number of such Unit or Units which Lessee may so require at a time, the equipment and accessories, if any, which may be required thereon, the term of lease desired, and whether Rental payments are to be on a monthly or annual basis.

Following the receipt of an Advice (which shall include the number and duration of renewal or extension periods, if any), Lessee shall have thirty (30) days within which to order from Lessor, in writing or otherwise, any or all of the Units covered by such Advice (each such order being hereinafter referred to as an Order) for delivery to Lessee under the provisions hereof. At the time of giving an Order for a Unit or Units, or at any time prior thereto, Lessee may inform Lessor, in writing or otherwise, of the purchase price per Unit at which Lessee may obtain any such Unit or Units (each such purchase price being hereinafter referred to as Lessee's Unit Price), and at the time of giving such information, Lessee shall submit to Lessor a written quotation from the manufacturer, dealer, supplier or vendor of such Unit or Units in verification or substantiation of each Lessee's Unit Price, which quotation shall include all equipment and accessories Lessee desires to have included or installed on such Unit or Units.

Unless Lessee specifies to the contrary at the time of giving an Order, it shall be presumed that Lessee desires on each Unit covered thereby all the equipment and accessories stated in the applicable Notice to be included or installed on such Unit. Unless Lessee specifies otherwise, Lessor shall cause all such equipment and accessories to be properly included or installed upon such Unit, and Lessor's Unit Price and Lessee's Unit Price shall include all costs and expenses, if any, of such inclusion or installation thereon. Lessee shall not have the right to specify in an Order the inclusion or installation on

a Unit of any equipment or accessories not stated in the Notice applicable to such Unit, or a different Rental Factor (as hereinafter defined) basis than stated in the Notice, unless Lessor shall agree otherwise. Upon the receipt of an Order, Lessor shall cause each Unit ordered therein to be promptly delivered to Lessee at the place designated by Lessee in such Order, which place shall be stated in the Schedule B covering said Unit. Lessee shall pay all freight charges incurred in delivering any Unit or Units.

5. Upon Delivery of a Unit or Units to Lessee pursuant hereto, such Unit or Units shall be described in one or more Schedules B (herein referred to individually as a Schedule B and collectively as Schedules B) which shall be dated effective the date of delivery to Lessee and attached hereto and made a part hereof. Schedules B shall be consecutively numbered, shall be in substantially the form of Schedule B No. 1, attached hereto, and shall be signed by or on behalf of Lessor and Lessee, respectively, by or through persons duly authorized to execute same. Schedules B shall state the lease term, rental and the number and duration of renewal or extension periods, if any. Lessor and Lessee hereby agree that, upon execution and delivery of a Schedule B, the Unit or Units described therein shall be subject to all the terms and provisions of this Lease.

6. As rental for the use of a Unit delivered to Lessee pursuant to the provisions hereof, Lessee agrees to pay to Lessor annually or monthly, as the case may be, a sum equal to the Actual Cost (as hereinafter defined) of such Unit multiplied by the Rental Factor (as hereinafter defined) applicable to such Unit for the period in which such rental is payable. Rental shall be payable annually in advance or monthly in advance as set forth in Lessee's Notice to Lessor. The amount or amounts of rental, determined as aforesaid, payable with respect to a Unit shall be designated in the Schedule B covering such Unit.

The term "Actual Cost" with respect to a Unit shall mean either Lessor's Unit Price or Lessee's Unit Price applicable to such Unit, whichever shall be lower, including the equipment and accessories which Lessee desires to be included or installed thereon as stated in the Order applicable thereto, and in the event Lessee shall not have informed Lessor, at or before the time of giving the Order with respect to such Unit, of the purchase price at which Lessee may obtain such Unit, it shall be conclusively presumed that Lessor's Unit Price is the lower. The term "Rental Factor" with respect to a Unit shall mean the Annual or Monthly Rental Factor, as the case may be, designated as applicable to the governing lease term in

Schedule A, attached hereto and hereby made a part hereof.

7. Lessee shall inspect a Unit within 48 hours after delivery thereof to Lessee and, unless Lessee notifies Lessor in writing of the existence of a defect therein, if any exists within said period of time, setting forth the nature of such defect, it shall be conclusively presumed that said Unit was in good condition and repair when received and that Lessee has accepted said Unit in its then condition.

8. Lessee shall, upon the expiration or termination of this Lease or any extension of this Lease with respect to a Unit, return such Unit to Lessor in the same condition in which it was received by Lessee, ordinary wear and tear excepted, and at the same place at which it was delivered to Lessee at Lessee's sole expense.

9. Lessee hereby assumes all risks of loss or damage to a Unit howsoever the same may be caused. Lessee shall notify Lessor immediately of any loss or of any substantial damage to any Unit and shall keep Lessor informed of all developments and correspondence regarding insurance rights and other rights and liabilities arising out of the loss or damage. In the event of total destruction of any Unit or damage beyond repair or the commandeering, conversion or other loss of any Unit or Units, or if any Unit is attached (other than on a claim against the Lessor but not the Lessee) or is seriously damaged and the attachment is not removed or the Unit not repaired, as the case may be, in a period of thirty (30) consecutive days, then in any such event (a) Lessee shall notify Lessor in writing of such fact, (b) within ten (10) days thereafter Lessee shall pay to Lessor an amount equal to the amortized value of such Unit at the time of payment, (c) the Lease of such Unit hereunder shall continue until such payment has been received by the Lessor and shall thereupon terminate, and (d) upon such payment all title to and rights in such Unit and any insurance thereof shall automatically pass to Lessee.

10. Lessee shall pay all costs, expenses, fees and charges incurred in connection with the use and operation of any Unit during the term of this Lease. Lessee shall at all times, at its own expense, keep each Unit in first class condition and repair and in good and efficient working order, reasonable wear and tear only excepted, but Lessee shall have a reasonable time within which to repair any loss or damage to each Unit from fire or other casualty. This provision shall apply regardless of the cause of damage and all risks with respect thereto are assumed by Lessee. At its own expense, Lessee shall supply and replace all parts to each Unit. Any replacement parts,

equipment or accessories to a Unit shall become and remain the property of the Lessor, except that any equipment or accessories installed on a Unit at the sole cost of Lessee after the delivery thereof hereunder shall remain the property of the Lessee if it can be disconnected from such Unit without impairing the functioning thereof as originally constituted when first leased hereunder.

11. Lessee shall promptly pay, or cause to be paid, all license fees, registration fees, assessments and charges, and all ad valorem, sales, use or other taxes, which may be required or imposed by Federal, State, Municipal or other governmental authority upon the ownership, leasing, renting, possession or use of any Unit or Units delivered to Lessee; provided, Lessee shall be under no obligation to pay any tax or taxes while the same is in good faith being contested by appropriate legal proceedings.

12. In case of failure of Lessee to pay said fees, assessments, charges and taxes, as hereinbefore specified, Lessor may pay said fees, assessments, charges and taxes, as the case may be, in which event the cost thereof shall be immediately payable to Lessor by Lessee.

13. Lessee shall indemnify and save Lessor free and harmless from any and all claims, costs, expenses, damages and liabilities, including attorneys' fees, which may in any way result from or pertain to the possession, use, operation or maintenance of any Unit or Units leased to Lessee hereunder.

14. Lessee shall, whenever requested by Lessor, advise Lessor of the location of any Unit or Units delivered to Lessee, and Lessor shall at any and all times during business hours have the right to enter in and upon the premises where any such Unit or Units may be located for the purpose of inspecting same.

Lessee shall furnish to Lessor on or before May 31 of each year an accurate statement setting forth as at the preceding April 30 the amount, description and numbers of any or all Units then leased hereunder, the amount, description and number of any or all Units that have suffered a casualty as defined in Section 9 hereof during the preceding period or are then undergoing repairs and such other information regarding the condition and state of repair of any of the Units as the Lessor may reasonably request. Lessor shall have the right to inspect Lessee's records with respect thereto at such reasonable times as the Lessor may request.



15. If any Unit or Units delivered to Lessee qualify for the investment tax credit authorized by Section 38 of the Internal Revenue Code of 1954, as amended, Lessor hereby agrees and elects to have Lessee treated as the purchaser of such property for purposes of said credit, and agrees to file such election statements or other forms required to effect and complete such election in compliance with the statutes and regulations applicable thereto.

16. It is expressly understood that Lessee shall be under no obligation whatsoever to order any of the Equipment.

17. Lessor shall have the right to assign this Lease or any interest herein or hereunder, but such assignment shall not relieve Lessor of any obligations assumed by it thereunder.

18. It is expressly understood and agreed that nothing herein contained shall be construed as conveying to Lessee any right, title or interest in or to any Unit or Units delivered to Lessee, other than as a Lessee.

19. Time is of the essence of this Lease and each and all of its provisions.

20. This Lease shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

ATTEST:

  
Secretary

CARLAND, INC., Lessor

By:


  
MARSHALL H. DEAN, President

LOUISIANA & ARKANSAS RAILWAY  
COMPANY, Lessee

ATTEST:

  
Secretary

By:

  
Vice President

STATE OF KANSAS       ]  
                                  ] ss.  
COUNTY OF JOHNSON    ]

30th

On this 31st day of April, 1982, before me personally appeared MARSHALL H. DEAN, to me personally known, who, being duly sworn, says that he is President of CARLAND, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

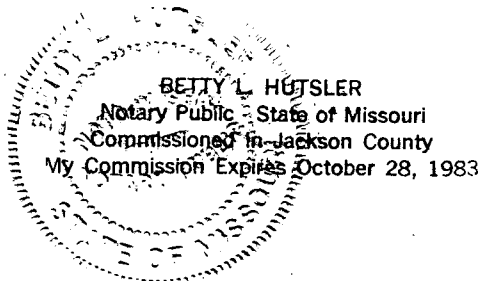
**BECKY S. MUELLER**  
**NOTARY PUBLIC**  
**STATE OF KANSAS**

Becky S. Mueller  
Notary Public

My Appointment Expires June 4, 1985

STATE OF MISSOURI    ]  
                                  ] ss.  
COUNTY OF JACKSON    ]

On this 30th day of April, 1982, before me personally appeared J. H. Hughes, to me personally known, who, being duly sworn, says that he is a Vice Pres. of LOUISIANA & ARKANSAS RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



Betty L. Hutsler  
Notary Public

APPENDIX A

DESCRIPTION OF EQUIPMENT

LEASE NO. 1001

<u>Description</u>	<u>Quantity</u>	<u>Railroad Nos.</u>
3000 H.P. EMD Locomotives Model GP-40	19	KCS 777-795, both incl.

Attached to, and made a part of Lease No. 1001 entered into as of the 30th day of APRIL, 1982, by and between CARLAND, INC., THE KANSAS CITY SOUTHERN RAILWAY COMPANY and LOUISIANA AND ARKANSAS RAILWAY COMPANY.

For rental of each of the Units listed in Appendix A, one of the following rental Factors shall be applied, depending on the provisions of each Schedule B.

Prime Rate*	Rental Factor Five Year Lease		Rental Factor Three Year Lease	
	Annual	Monthly	Annual	Monthly
5	.2410	.02101	.3690	.03216
5-1/4	.2420	.02114	.3697	.03228
5-1/2	.2430	.02123	.3700	.03240
5-3/4	.2440	.02130	.3707	.03250
6	.2450	.02140	.3713	.03264
6-1/4	.2460	.02150	.3723	.03267
6-1/2	.2466	.02160	.3730	.03277
6-3/4	.2476	.02170	.3737	.03288
7	.2496	.02217	.3753	.03325
7-1/4	.2506	.02225	.3757	.03336
7-1/2	.2514	.02230	.3767	.03339
7-3/4	.2522	.02246	.3773	.03353
8	.2532	.02263	.3780	.03367
8-1/4	.2542	.02272	.3783	.03378
8-1/2	.2552	.02279	.3793	.03392
8-3/4	.2572	.02297	.3807	.03399
9	.2582	.02310	.3813	.03412
9-1/4	.2594	.02324	.3823	.03424
9-1/2	.2604	.02337	.3833	.03436
9-3/4	.2614	.02351	.3840	.03449
10	.2626	.02364	.3850	.03462
10-1/4	.2636	.02378	.3857	.03474
10-1/2	.2648	.02392	.3867	.03487
10-3/4	.2658	.02405	.3877	.03499
11	.2670	.02419	.3883	.03512
11-1/4	.2680	.02433	.3893	.03525
11-1/2	.2690	.02447	.3900	.03537
11-3/4	.2702	.02461	.3910	.03550
12	.2712	.02475	.3920	.03563
12-1/4	.2724	.02489	.3927	.03576
12-1/2	.2734	.02503	.3937	.03588
12-3/4	.2746	.02517	.3947	.03601
13	.2756	.02531	.3953	.03614
13-1/4	.2766	.02545	.3963	.03627
13-1/2	.2778	.02560	.3970	.03640
13-3/4	.2788	.02574	.3980	.03653
14	.2800	.02588	.3990	.03666

\*"Prime Rate" is defined as the prime rate charged by The Northern Trust Company, Chicago, Illinois, for 90-day unsecured domestic loans to large commercial borrowers of the highest credit standing as such rate is in effect at the time of delivery of a unit to Lessee and the appending of a Schedule B.

<u>Prime Rate *</u>	<u>Rental Factor Five Year Lease</u>		<u>Rental Factor Three Year Lease</u>	
	<u>Annual</u>	<u>Monthly</u>	<u>Annual</u>	<u>Monthly</u>
14½	.2812	.02602	.4000	.03679
14¾	.2824	.02616	.4010	.03692
14 3/4	.2836	.02630	.4020	.03705
15	.2848	.02644	.4030	.03718
15½	.2860	.02658	.4040	.03731
15¾	.2872	.02672	.4050	.03744
15 3/4	.2884	.02686	.4060	.03757
16	.2896	.02700	.4070	.03770
16½	.2908	.02714	.4080	.03783
16¾	.2920	.02728	.4090	.03796
16 3/4	.2932	.02742	.4100	.03809
17	.2944	.02756	.4110	.03824
17½	.2956	.02770	.4120	.03837
17¾	.2968	.02784	.4130	.03850
17 3/4	.2980	.02798	.4140	.03863
18	.2992	.02812	.4150	.03876

"Prime Rate" is defined as the prime rate charged by The Northern Trust Company, Chicago, Illinois, for 90-day unsecured domestic loans to large commercial borrowers of the highest credit standing as such rate is in effect at the time of delivery of a unit to Lessee and the appending of a Schedule B.

Rate	Lease		Three Year Lease	
	Annual	Monthly	Annual	Monthly
18½	.3004	.02826	.4160	.03889
18¾	.3016	.02840	.4170	.03902
18 3/4	.3029	.02854	.4180	.03915
19	.3040	.02868	.4190	.03928
19½	.3052	.02882	.4200	.03941
19¾	.3064	.02896	.4210	.03954
19 3/4	.3076	.02910	.4220	.03967
20	.3088	.02924	.4230	.03980
20½	.3100	.02938	.4240	.03993
20¾	.3112	.02952	.4250	.04006
20 3/4	.3124	.02966	.4260	.04019
21	.3136	.02980	.4270	.04032
21½	.3148	.02994	.4280	.04045
21¾	.3160	.03008	.4290	.04058
21 3/4	.3172	.03022	.4300	.04071
22	.3184	.03036	.4310	.04084
22½	.3196	.03050	.4320	.04097
22¾	.3208	.03064	.4330	.04110
22 3/4	.3220	.03078	.4340	.04123
23	.3232	.03092	.4350	.04136
23½	.3244	.03106	.4360	.04149
23¾	.3256	.03120	.4370	.04162
23 3/4	.3268	.03134	.4380	.04175
24	.3280	.03148	.4390	.04188
24½	.3992	.03162	.4400	.04201

"Prime Rate" is defined as the prime rate charged by The Northern Trust Company, Chicago, Illinois, for 90-day unsecured domestic loans to large commercial borrowers of the highest credit standing as such rate is in effect at the time of delivery of a unit to Lessee and the appending of a Schedule B.

RECORDATION NUMBERS - PREVIOUS ICC FILINGS  
Lease  
Security Agreement and Assignment: April 30, 1982  
Consent and Agreement: April 30, 1982

Date \_\_\_\_\_

SCHEDULE B. No. 1


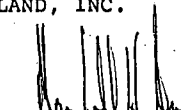
Attached to and made a part of Lease No. 1001 entered into the 30th day of April, 1982 by and between CARLAND, INC., and LOUISIANA AND ARKANSAS RAILWAY COMPANY.



The following described Unit or Units have been delivered by Lessor to Lessee on the above date subject to the terms of said Lease.

<u>Description</u>	<u>No. of Units</u>	<u>Identification Number</u>	<u>Unit No.</u>	<u>Delivery</u>		<u>Rental per Unit</u>			<u>Lease Extension Periods</u>
				<u>Place</u>	<u>Date</u>	<u>Annual or No. of Amount</u>	<u>Monthly</u>	<u>Years</u>	

Date of Delivery:  
Prime at Delivery:

The Unit or Units hereinabove described, the aforesaid Lease, all rentals due or to become due in respect of such Unit(s), and all proceeds of the foregoing are subject to a security interest and assignment in favor of The Northern Trust Company, pursuant to Security Agreement and Assignment and Consent and Agreement between the undersigned parties and said Bank, all dated as of April 30, 1982.

CARLAND, INC. (Lessor)  
ATTEST:   
(Seal) By:   
Marshall H. Dean, President

LOUISIANA AND ARKANSAS RAILWAY COMPANY (Lessee)  
ATTEST:   
(Seal) By:   
Vice President

## RECORDATION NUMBERS - PREVIOUS ICC FILINGS

Lease 1001Security Agreement and Assignment: April 30, 1982Consent and Agreement: April 30, 1982Date May 6, 1982SCHEDULE B. No. 2

Attached to and made a part of Lease No. 1001 entered into the 30th day of April, 1982 by and between CARLAND, INC., and LOUISIANA AND ARKANSAS RAILWAY COMPANY.

The following described Unit or Units have been delivered by Lessor to Lessee on the above date subject to the terms of said Lease.

Description	No. of Units	Identification Number	Unit No.	Delivery		Rental per Unit			Lease Extension Periods
				Place	Date	Annual or No. of Amount Monthly Years			
GP 40 EMD Locomotives 4 Axle, 3000 HP Diesel	19	KCS 777 778 779 780 781 782 783 784 785	KCS 786 787 788 789 790 791 792 793 794 795	Kansas City	5-6-82	\$3599.50 each per month for the remaining 56 months			

Date of Delivery: 5-6-82Prime at Delivery: 16½%

The Unit or Units hereinabove described, the aforesaid Lease, all rentals due or to become due in respect of such Unit(s), and all proceeds of the foregoing are subject to a security interest and assignment in favor of The Northern Trust Company, pursuant to Security Agreement and Assignment and Consent and Agreement between the undersigned parties and said Bank, all dated as of April 30, 1982.

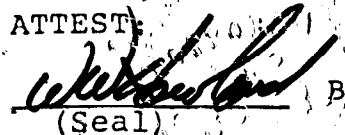
CARLAND, INC.

(Lessor)

LOUISIANA AND ARKANSAS RAILWAY COMPANY

(Lessee)

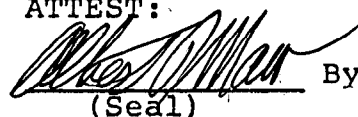
ATTEST:



By:

Marshall H. Dean, President

ATTEST:



By:

Vice President



STATE OF KANSAS     )  
                              ) SS  
COUNTY OF JOHNSON)

On this 4th day of August, 1982, before me personally appeared Marshall H. Dean, to me personally known, who, being duly sworn, says that he is the President of CARLAND, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

**BECKY S. MUELLER**  
**NOTARY PUBLIC**  
**STATE OF KANSAS**

Becky S. Mueller  
Notary Public

My Appointment Expires June 4, 1985

STATE OF MISSOURI)  
                              ) SS  
COUNTY OF JACKSON)

On this 31<sup>st</sup> day of August, 1982, before me personally appeared J. H. Hughes to me personally known, who being duly sworn, says that he is Vice President of Louisiana + Arkansas Ry. Co. that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

**G. B. NIEDERMAYER**  
Notary Public, State of Missouri  
Commissioned in Jackson County  
My Commission Expires May 29, 1983

G. B. Niedermayer  
Notary Public